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9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA

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12 Case No. 3:22-cv-

13 ALFONSO ESTRADA, an individual,

14 vs.

15 COMPLAINT

16 U.S. BANK, NATIONAL
17 ASSOCIATION in its capacity as Trustee
18 for Harborview Mortgage Loan Trust 2005-
19 12, Mortgage Loan Pass-Through
20 Certificates Series 2005-12, A National
21 Bank Association; BANK OF AMERICA,
22 N.A., individually and in its capacity as
23 Trustee for Harborview 2005-12 Trust
24 Fund, A National Bank Association;
25 NATIONSTAR MORTGAGE LLC, dba
26 Mr. Cooper, a Delaware Limited Liability
27 Company
28 _____/

18 Plaintiff, Alfonso Estrada, an individual, files the following complaint against
19 Defendants, U.S. BANK, NATIONAL ASSOCIATION in its capacity as Trustee for
20 Harborview Mortgage Loan Trust 2005-12, Mortgage Loan Pass-Through Certificates Series
21 2005-12 (Herein "U.S. Bank"); BANK OF AMERICA, N.A., individually and both in its
22 capacity as Trustee for Harborview 2005-12 Trust Fund and for the benefit of U.S. Bank, N.A.
23 as Trustee for Harborview 2005-12 Trust Fund (Herein "Bank of America") and
24 NATIONSTAR MORTGAGE LLC, dba Mr. Cooper (Herein ("Nationstar")).

25 JURISDICTIONAL ALLEGATIONS

26 1. The Plaintiff is a natural person residing 5054 Kiva Court, Sparks, Nevada.
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1 2. U.S. Bank is a national banking association acting in its capacity as Trustee for
2 the Harborview Mortgage Loan Trust 2005-12, Mortgage Loan Pass-Through Certificates
3 Series 2005-12.

4 3. U.S. Bank's main office is in Cincinnati, Ohio.

5 4. Bank of America, N.A. is a national banking association acting in its capacity as
6 Trustee for the Harborview Mortgage Loan Trust 2005-12 and for the benefit of U.S. Bank,
7 N.A. as Trustee for Harborview 2005-12 Trust Fund.

8 5. Bank of America, N.A.'s main office is in Charlotte, North Carolina.

9 6. Nationstar is a Delaware Limited Liability Company.

10 7. This is an action concerning the Defendants' actions with respect to the real
11 property located at 5054 Kiva Court, Sparks, Nevada (Herein "Kiva Court Property"); and that
12 the amount in controversy exceeds \$75,000.00.

13 8. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C.
14 §1332(a)(1).

15 9. Venue is appropriate pursuant to 28 U.S.C. §1391(b)(2) because, the subject
16 property (the Kiva Court Property) is located in Nevada, and a substantial part of the events and
17 actions giving rise to the claims asserted herein occurred in this judicial district.

18 10. This is also an action for damages as a result of violations of the Real Estate
19 Settlement Procedures Act (RESPA) pursuant to 12 U.S.C. §2605(f).

20 11. This Court has original jurisdiction of those claims under 28 U.S.C. §1331.

21 FACTUAL ALLEGATIONS

22 12. Plaintiff alleges, realleges and incorporates by reference each and every
23 allegation contained in the preceding paragraphs.

24 13. On July 6, 2005 Mr. and Mrs. Estrada¹ executed a note in favor of Soma
25 Financial in the amount of \$324,000.00 (Herein "Soma Note").

26 14. The Soma Note was an adjustable rate mortgage with a beginning rate of 1%.

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¹ Mrs. Estrada is now deceased

1 15. The Soma Note provided a maximum interest rate of 9.95%.

2 16 On July 11, 2005 Mr. and Mrs. Estrada executed a deed of trust in favor of
3 Soma Financial (Herein "Soma Deed of Trust").

4 17. The Soma Deed of Trust was recorded in the Washoe County Recorder's Office
5 on July 13, 2005 as Document No. 3244647.

6 18. On August 31, 2011 Mortgage Electronic Registration Systems (MERS)
7 executed an assignment of the Soma Deed of Trust on behalf of Soma Financial to Bank of
8 America, N.A. This assignment was recorded in the Washoe County Recorder's Office on
9 September 7, 2011 as Document No. 4038158.

10 19. On September 28, 2012 Bank of America, N.A. executed an assignment of the
11 Soma Deed of Trust to Bank of America, N.A., in its capacity as Trustee for Harborview 2005-
12 12 Trust Fund. This assignment was recorded in the Washoe County Recorder's Office on
13 January 22, 2013 as Document No. 4196970.

14 20. In 2011 Mr. and Mrs. Estrada had financial difficulties paying the increased
15 mortgage payments required under the adjustable rate Soma Note.

16 21. In 2011 Bank of America was the servicer of the Soma Deed of Trust and the
17 Soma Note.

18 22. Mr. and Mrs. Estrada explained these financial difficulties to Bank of America in
19 2011.

20 23. On June 16, 2011 Bank of America sent the Estradas a letter explaining its deed
21 in lieu of foreclosure program. The letter said in relevant part that: "*A Deed in Lieu is designed*
22 *to help borrowers who are unable to afford their first mortgage payment and want to avoid*
23 *foreclosure. With a Deed in Lieu, you voluntary transfer ownership of your home and all real*
24 *property secured by your mortgage loan to us to satisfy the total amount due on the first*
25 *mortgage*".

26 24. On December 21, 2011 Bank of America sent a followup letter to the Estradas
27 with respect to its Deed in Lieu proposal.
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1 25. On April 9, 2012 Bank of America sent a second followup letter to the Estradas
2 with respect to its Deed in Lieu proposal.

3 26. On August 28, 2012 Mr. and Mrs. Estrada signed a grant deed in lieu of
4 foreclosure of the Kiva Court Property to Bank of America, N.A. for the benefit of U.S. Bank
5 National Association as Trustee for Harborview 2005-12 Trust Fund.

6 27. The grant deed in lieu of foreclosure was recorded in the Washoe County
7 Recorder's Office on January 22, 2013 as Document No. 4196973. A copy of this recorded
8 grant deed in lieu of foreclosure has been attached as Exhibit "1".

9 28. On October 3, 2012 Trustee Corps, as successor Trustee of the Soma Deed of
10 Trust, executed a deed of reconveyance with respect to the Soma Deed of Trust.

11 29. This deed of reconveyance was recorded in the Washoe County Recorders
12 Office on January 22, 2013 as Document No. 4196972. A copy of this recorded deed of
13 reconveyance has been attached as Exhibit "2".

14 30. The effect of the August 28, 2012 deed in lieu of foreclosure and the October 3,
15 2012 deed of reconveyance was to vest the Kiva Court Property free and clear in Bank of
16 America, N.A., either in its capacity as Trustee for Harborview 2005-12 Trust Fund or in its
17 capacity for the benefit of U.S. Bank National Association as Trustee for Harborview 2005-12
18 Trust Fund.

19 31. On March 11, 2013 Bank of America sent the Estradas a pre-foreclosure letter
20 which itemized the arrears and principal amount owed, even though the Estradas had signed
21 Bank of America's Deed in Lieu the year before.

22 32. On September 12, 2013 Nationstar sent the Estradas a notice of servicing
23 transfer from Bank of America to Nationstar Mortgage.

24 33. Nationstar included a "Welcome" letter in its September 12, 2013 notice of
25 servicing transfer which identified itself as the servicer for the Kiva Court Property account.
26 Nationstar said the Estradas could count on it to meet your needs whether the Estradas were
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1 looking to make a payment or have questions regarding their account. Nationstar stated they
2 offer various payment options.

3 34. By mid 2014 Mr. and Mrs. Estrada had noticed the Kiva Court Property was
4 vacant.

5 35. The Estradas reached out to Nationstar regarding this, and Nationstar induced
6 them to apply for a modification of the Soma Deed of Trust and the Soma Note.

7 36. The Estradas spoke to a Nationstar representative who identified herself as Ellery
8 Wheaton.

9 37. On July 21, 2014 the Estradas sent a fax to Nationstar's Loan Modification Unit
10 to the attention of Ms. Wheaton. The fax contained the Estradas' modification application under
11 the HAMP program.

12 38. In the July 21, 2014 fax to Nationstar, the Estradas stated: *"My monthly*
13 *payment went up from the original starting amount. It kept on rising thereafter to the point that I*
14 *can not afford to pay my monthly payment. I have tried everything within my power including*
15 *charging my credit cards to the maximum to the point where I had to file for a bankruptcy. I*
16 *have put all my life saving as a down payment. I urge you to help me and my family to keep my*
17 *house".*

18 39. On November 17, 2014 Nationstar sent the Estradas a letter which stated:
19 *"Congratulations! You are eligible for a Home Affordable Modification. As previously*
20 *described, if you comply with the terms of the Home Affordable Modification trial period plan,*
21 *we will modify your mortgage loan and waive all prior late charges that remain unpaid. The*
22 *enclosed Home Affordable Modification Agreement ("Modification Agreement") reflects the*
23 *proposed terms of your modified mortgage."*

24 40. The November 17, 2014 letter contained the HAMP modification agreement.

25 41. The November 17, 2014 letter stated to accept the HAMP offer, the Estradas
26 needed to: (1) Complete and return the HAMP modification agreement by the due date and (2)
27 Continue to make the trial payments on time.
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1 42. The Estradas complied with all requirements of acceptance set forth in the
2 November 17, 2014 letter and signed the HAMP modification agreement on November 24,
3 2014.

4 43. On December 14, 2014 Nationstar countersigned the HAMP modification
5 agreement.

6 44. When Bank of America sent the Estradas a pre-foreclosure letter on March 11,
7 2013, the Estradas actually and reasonably believed they had an ownership interest in the Kiva
8 Court Property notwithstanding their signing of Bank of America's deed in lieu of foreclosure.

9 45. When Nationstar (1) Sent the Estradas a notice of servicing transfer from Bank
10 of America to Nationstar Mortgage with the "Welcome" letter; (2) Invited the Estradas to fax
11 Nationstar a HAMP application with their financial information as well as a hardship
12 explanation; (3) Sent the Estradas the November 17, 2014 letter congratulating them on being
13 eligible for a HAMP modification; (4) Sent the Estradas a HAMP modification agreement with
14 instructions of how to accept its terms; (5) Countersigned the HAMP modification agreement on
15 December 2, 2014; (6) Accepted the Estradas' modified payments month after month and (7)
16 Sent the Estradas numerous mortgage statements month after month, Nationstar knew or should
17 have known that the Estradas believed the original Soma Deed of Trust and the original Soma
18 Note were being reinstated and modified. Nationstar also should have known the Estradas
19 believed Nationstar would restore title to the Kiva Court Property back to the Estradas as part of
20 the successful HAMP modification.

21 46. Because Nationstar (1) Sent the Estradas a notice of servicing transfer from
22 Bank of America to Nationstar Mortgage with the "Welcome" letter; (2) Invited the Estradas to
23 fax Nationstar a HAMP application with their financial information as well as a hardship
24 explanation; (3) Sent the Estradas the November 17, 2014 letter congratulating them on being
25 eligible for a HAMP modification; (4) Sent the Estradas a HAMP modification agreement with
26 instructions of how to accept its terms; (5) Countersigned the HAMP modification agreement on
27 December 2, 2014; (6) Accepted the Estradas' modified payments month after month and (7)
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Sent the Estradas numerous mortgage statements month after month; the Estradas actually and reasonably believed that the original Soma Deed of Trust and the original Soma Note were being reinstated and that Nationstar would restore title to the Kiva Court Property back to the Estradas as part of the successful HAMP modification.

47. In addition to the reasons in the previous paragraph, the Estradas' belief that they owned or would own the Kiva Court Property as part of the modification process was also reasonable based upon the following language contained in the November 24, 2014 HAMP agreement.

- A. Page 1: The Original Loan Amount of \$324,000.00 matches the Soma Note amount.
- B. Page 2, Paragraph 1(C) - There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage. (Emphasis supplied)
- C. Page 3, Paragraph 3(C) - \$123,846.32 of the New Principal Balance shall be deferred (the 'Deferred Principal Balance') and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the 'Interest Bearing Principal Balance' and this amount is \$288,974.86. Interest at the rate of 4.125% will begin to accrue on the Interest Bearing Principal Balance as of December 1, 2014 and the first new monthly payment on the Interest Bearing Principal Balance will be due on January 1, 2015. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-40	4.125%	December 1, 2014	\$1,230.30	\$459.64 May adjust periodically	\$1,689.94 May adjust periodically	January 1, 2015	480

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate. (Emphasis supplied)

- D. Page 4, Paragraph 4(B) - That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender. (Emphasis supplied)
- E. Page 4, Paragraph 4(E) - That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. (Emphasis supplied)

- 1 F. Page 4, Paragraph 4(F) – That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full
 2 force and effect; nothing in this Agreement shall be understood or
 3 construed to be a satisfaction or release in whole or in part of the
 4 obligations contained in the Loan Documents; and that except as otherwise
 5 specifically provided in, and as expressly modified by, this Agreement, the
 6 Lender and I will be bound by, and will comply with, all of the terms and
 7 conditions of the Loan Documents. (Emphasis supplied)
- 8 G. Page 4, Paragraph 4(G) - That, as of the Modification Effective Date,
 9 notwithstanding any other provision of the Loan Documents, if a or any
 10 part of the Property or any interest in it is sold or transferred without
 11 Lender's prior written consent, Lender may, at its option, require
 12 immediate payment in full of all sums secured by the Mortgage. (Emphasis
 13 supplied)
- 14 H. Page 5, Paragraph 4(J) - That, I will cooperate fully with Lender in
 15 obtaining any title endorsement(s), or similar title insurance product(s),
 16 and/or subordination agreement(s) that are necessary or required by the
 17 Lender's procedures to ensure that the modified mortgage Loan is in first
 18 lien position and/or is fully enforceable upon modification and that if,
 19 under any circumstance and notwithstanding anything else to the contrary
 20 in this Agreement, the Lender does not receive such title endorsement(s),
 21 title insurance product(s) and/or subordination agreement(s), then the terms
 22 of this Agreement will not become effective on the Modification Effective
 23 Date and the Agreement will be null and void. (Emphasis supplied)
- 24 I. Page 5, Paragraph 4(K) - That I will execute such other documents as may
 25 be reasonably necessary to either (i) consummate the terms and conditions
 26 of this Agreement; or (ii) correct the terms and conditions of this
 27 Agreement if an error is detected after execution of this Agreement. I
 28 understand that either a corrected Agreement or a letter agreement
containing the correction will be provided to me for my signature. At
 Lender's option, this Agreement will be void and of no legal effect upon
 notice of such error. If I elect not to sign any such corrective
 documentation, the terms of the original Loan Documents shall continue in
 full force and effect, such terms will not be modified by this Agreement,
 and I will not be eligible for a modification under the Home Affordable
 Modification Program.

21 48. Neither Nationstar, nor any of the other Defendants, supplied the Estradas with
 22 any title endorsements or any other documents to place the Kiva Court Property in their name
 23 after execution and acceptance of the HAMP modification agreement.

24 49. On February 6, 2015 Nationstar executed a request for notice with respect to the
 25 Kiva Court Property. In its request for notice, Nationstar acknowledged that it had an interest in
 26 the Kiva Court Property by virtue of having an interest in the Soma Deed of Trust.

1 50. On April 17, 2019 MERS, on behalf of Soma Financial, executed an assignment
2 of the Soma Deed of Trust to U.S. Bank, in its capacity as Trustee for the Harborview
3 Mortgage Loan Trust 2005-12.

4 51. This assignment of the Soma Deed of Trust was recorded in the Washoe County
5 Recorder's Office on April 17, 2019 as Document No. 4902972.

6 52. On June 8, 2021 the Estradas sent Nationstar a Qualified Written Request
7 (Herein "QWR") pursuant to 12 U.S.C. §2605(e); 15 U.S.C. §1641(f)(2) and 12 C.F.R.
8 1024.36.

9 53. The June 8, 2021 QWR requested a complete copy of the servicing file that must
10 be maintained pursuant to 12 C.F.R. §1024.38(c)(2).

11 54. On June 28, 2021 Nationstar responded to the QWR and produced:

12 A. The note and security agreement

13 B. The final modification documents executed in 2014

14 C. The August 31, 2011 assignment of the Soma Deed of Trust to Bank of
15 America, N.A. This assignment was recorded in the Washoe County
Recorder's Office on September 7, 2011 as Document No. 4038158.

16 D. The September 28, 2012 assignment of the Soma Deed of Trust to Bank of
17 America, N.A., in its capacity as Trustee for Harborview 2005-12 Trust
Fund.

18 E. The June 2021 mortgage statement

19 F. The July 2021 mortgage statement

20 G. The September 12, 2013 notice of servicing transfer from Bank of America
21 to Nationstar Mortgage.

22 H. Written confirmation that Nationstar has the collateral file with respect to
the Soma Deed of Trust.

23 55. Nationstar's June 28, 2021 response also stated the enclosed note and security
24 agreement validates the loan; explains your right to collect any debt owed under the note and
25 security instrument; assess fees and costs to the loan; inspect the property and charge applicable
26 fees; purchase lender placed insurance and to pay taxes on mortgage's behalf.

1 56. Nationstar's June 28, 2021 response also stated U.S. Bank N.A., as the Trustee
2 for Harbor View Mortgage Loan Trust 2005-12 is the current owner of the note and that Mr.
3 Cooper is servicing the loan.

4 57. These statements are billing errors since Nationstar never re-conveyed the
5 property to the Estradas and the deed of trust and note had been extinguished.

6 58. On August 31, 2021 the Estradas, through their attorney, sent Nationstar a
7 notice of error pursuant to 12 U.S.C. §2605 and 12 C.F.R. §1024.35 with respect to
8 Nationstar's June 28, 2021 response to the QWR.

9 59. The August 31, 2021 letter advised Nationstar of (1) The date the deed in lieu of
10 foreclosure signed by the Estradas was recorded in the Washoe County Recorder's Office; (2)
11 The date Trustee Corps recorded a deed of reconveyance with respect to the July 6, 2005 Soma
12 Deed of Trust, and its document recording number in Washoe County; (3) Supplied Nationstar
13 with an executed Home Affordable Modification Agreement with Nationstar Mortgage and (4)
14 That the Estradas were current on the Home Affordable Modification Agreement.

15 60. The August 31, 2021 letter also advised Nationstar that the errors in the June 28,
16 2021 response were:

- 17 A. Nationstar's has the right to collect any remaining debt owed under the
18 (Soma) note and security agreement, and to assess fees and costs if the
19 loan is in default.
20 B. U.S. Bank N.A., as the Trustee for Harbor View Mortgage Loan Trust
21 2005-12 is the current owner of the note.
22 C. Mr. Cooper is servicing the loan. It is responsible for validation of the
23 debt.

24 61. On December 28, 2021 Nationstar responded to the August 31, 2021 letter. It
25 stated in relevant part that:

- 26 A. U.S. Bank N.A., as the Trustee for Harbor View Mortgage Loan Trust
27 2005-12 is the current owner of the note.
28 B. Mr. Cooper is servicing the loan.
 C. Nationstar has the servicing rights to collect any remaining debt owed
 under the Note and Security Instrument (Soma)

1 D. We previously found on the Washoe County recorder's website that the
release of lien has never been recorded.

2 E. There is no Deed in Lieu information in Nationstar's file.

3 F. Nationstar received the Estradas' request for a loan modification dated July
4 21, 2014.

5 G. The Estradas were approved for a Home Affordable Modification
Agreement effective January 1, 2015.

6 H. Bank of America, the prior servicer, sent correspondences regarding the
7 Deed in Lieu, this included a June 16, 2011 letter, a follow up letter dated
April 9, 2012 and a second follow up letter dated April 13, 2012.

8 62. These were errors because at the time Nationstar executed the Home Affordable
9 Modification Agreement, the Estradas had not been given title to the Kiva Court Property as
10 implied by the HAMP modification agreement and the subsequent actions of the parties. In
11 addition, the reconveyance of the Kiva Court Property was a condition to revival and
12 modification of the Soma Deed of Trust and Note. Without the reconveyance, the Soma Deed of
13 Trust and not remained extinguished and were not subject to being owned or serviced.

14 **First Claim for Relief**

15 **Breach of Contract/Injunctive Relief**

16 (All Defendants)

17 63. Plaintiff alleges, realleges and incorporates by reference each and every
18 allegation contained in the preceding paragraphs.

19 64. On July 6, 2005 the Estradas executed the Soma Deed of Trust and Note, which
20 were valid and binding agreements between the parties.

21 65. On or about September 28, 2012 of Bank of America, N.A., in its capacity as
22 Trustee for Harborview 2005-12 Trust Fund acquired all rights and obligations under the Soma
23 Deed of Trust and Note.

24 66. On or about June 16, 2011 Bank of America sent the Estradas a letter explaining
25 its deed in lieu program for borrowers who are unable to afford their first mortgage payment
26 and want to avoid foreclosure.
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1 67. On August 28, 2012 the Estradas signed a deed in lieu of foreclosure of the Kiva
2 Court Property to Bank of America for the benefit of U.S. Bank National Association as
3 Trustee for Harborview 2005-12 Trust Fund.

4 68. In consideration, on January 22, 2013 Bank of America caused to be recorded a
5 deed of reconveyance with respect to the Soma Deed of Trust, which effectively vested the Kiva
6 Court Property free and clear in Bank of America.

7 69. Since January 22, 2013 Bank of America is recognized as the legal and titled
8 owner of the Kiva Court Property either individually or in a representative capacity.

9 70. Some two months later, on March 11, 2013 Bank of America sent the Estradas a
10 letter stating it was owed \$323,221.31 on the Soma Deed of Trust and Note and that the
11 reinstatement amount was \$98,163.10.

12 71. The Estradas reasonably and actually believed Bank of America had the ability to
13 enforce or modify the Soma Deed of Trust and Note on the Kiva Court Property, and that the
14 Estradas were the owners of said property.

15 72. On or about September 12, 2013 Nationstar sent the Estradas a letter informing
16 them that the servicing of the mortgage account had been transferred from Bank of America to
17 Nationstar.

18 73. The Estradas reasonably and actually believed Nationstar was the agent of the
19 entity that owned the Soma Deed of Trust and Note on the Kiva Court Property, and that
20 Nationstar had the ability to enforce or modify the Soma Deed of Trust and Note on the Kiva
21 Court Property..

22 74. The Estradas reasonably and actually believed Nationstar had the ability to
23 modify the terms of the Soma Deed of Trust and Note on the Kiva Court Property.

24 75. After speaking to a Nationstar representative, the Estradas sent a modification
25 application to Nationstar.

26 76. In response Nationstar sent the Estradas a HAMP modification agreement with
27 instructions with respect to how the agreement is to be accepted.
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1 77. The Estradas complied with all requirements of acceptance, and on December
2 14, 2014 Nationstar countersigned the HAMP modification agreement.

3 78. The Estradas have faithfully made every payment under the 2014 HAMP
4 modification agreement.

5 79. Nationstar sends regular monthly mortgage statements to the Estradas.

6 80 The April of 2022 mortgage statement issued by Nationstar shows an interest
7 bearing balance of \$257,112.58; a non-interest bearing principal balance of \$123,846.32, an
8 interest rate of 4.125%, an escrow balance of \$701.03 and no arrearages.

9 81. The HAMP modification agreement is a legally binding agreement wherein it
10 was the express intent of both parties to reinstate the Soma Deed of Trust and Note with the
11 modifications contained therein.

12 82. At the time the HAMP agreement was negotiated and executed between the
13 parties, both parties had reasonable expectations that the Kiva Court Property would be
14 reconveyed back to the Estradas as a necessary condition of reviving the Soma Deed of Trust
15 and modifying the debt it secured.

16 83. The Estradas had actually and reasonably believed the Kiva Court Property had
17 been returned to them after executing the HAMP modification agreement.

18 84. Mr. Estrada first learned that Bank of America still held title to the Kiva Court
19 Property when he attempted to list it for sale with a Realtor in 2021.

20 85. When the parties to a bargain sufficiently defined to be a contract have not agreed
21 with respect to a term which is essential to a determination of their rights and duties, a term
22 which is reasonable in the circumstances may be supplied by the court.

23 86. The HAMP modification agreement sufficiently defines all terms of the
24 modification between the parties with the exception of Bank of America and Nationstar's
25 obligation to re-convey the Kiva Court Property to the Estradas.

26 87. The failure of Bank of America and/or Nationstar to convey the Kiva Court
27 Property is a material breach of the HAMP agreement between the parties.
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1 88. Mr. Estrada does not have an adequate remedy at law as the Kiva Court Property
2 is unique as real property, and he lacks the title to it.

3 89. Mr. Estrada has tendered all performance due under the HAMP modification
4 agreement to Bank of America and/or Nationstar and/or U.S. Bank by making all payments
5 required of him pursuant to the HAMP loan modification.

6 90. As a direct and proximate result of Bank of America and/or Nationstar and/or
7 U.S. Bank's refusal to convey the Kiva Court Property to the Estradas, they have suffered
8 irreparable harm for which there is no adequate remedy at law.

9 91. Mr. Estrada is entitled to have this Court to order Bank of America (or any other
10 Defendant) to execute all documents necessary to restore title to the Kiva Court Property to him.

11 **Second Claim for Relief**
12 **Breach of Covenant of Good Faith and Fair Dealing**
13 **Both Contractual and Tortious**
14 (All Defendants)

15 92. Plaintiff alleges, realleges and incorporates by reference each and every
16 allegation contained in the preceding paragraphs.

17 93. At all times relevant herein, Bank of America and/or Nationstar and/or U.S.
18 Bank knew that the parties had executed a HAMP modification agreement that modified the
19 terms of the Soma Deed of Trust and Note.

20 94. Bank of America, U.S. Bank and Nationstar are in the business of financing and
21 modifying loans secured by real estate, and have superior knowledge of the requirements and
22 formalities of these kinds of modifications.

23 95. Bank of America, U.S. Bank and Nationstar are under an obligation to maintain
24 accurate business records regarding the payment and modification of loans secured by real
25 estate.

26 96. The Estradas were never in the business of financing and modifying loans
27 secured by real estate, nor do they have access to the records maintained by Bank of America,
28 U.S. Bank and Nationstar.

1 97 The Estradas had actually and reasonably believed the Kiva Court Property had
2 been returned to them after executing the HAMP modification agreement.

3 98. Mr. Estrada first learned that Bank of America still held title to the Kiva Court
4 Property when he attempted to list it for sale with a Realtor in 2021.

5 99. Bank of America, U.S. Bank and Nationstar knew or should have known that
6 the 2014 HAMP modification agreement revived and modified the Soma Deed of Trust and
7 Note imposing liability upon the Estradas.

8 100. Bank of America, U.S. Bank and Nationstar knew or should have known that
9 title to the Kiva Court Property was never conveyed to the Estradas, even after being informed
10 of this fact in writing.

11 101. Notwithstanding this knowledge, Bank of America, U.S. Bank and Nationstar
12 continued to accept payments from the Estradas since 2014 through the present date with full
13 knowledge the Estradas believed they owned the Kiva Court Property, but did not.

14 102. Bank of America, U.S. Bank and Nationstar owed a duty of good faith to the
15 Estradas.

16 103. Bank of America, U.S. Bank and Nationstar breached this duty of good faith to
17 the Estradas by executing a complete modification agreement which did not reconvey the Kiva
18 Court Property, and taking the Estradas' payments for over seven years knowing the Estradas
19 were under the impression they owned the Kiva Court Property when they did not.

20 104. The Estradas' justified expectations under the contract were denied.

21 105. Mr. Estrada entitled to damages according to proof at the time of trial for breach
22 of the implied contractual covenant of good faith and fair dealing.

23 106. At the time of executing the HAMP modification agreement, Bank of America,
24 U.S. Bank and Nationstar knew the Estradas had been relying upon them with respect to what
25 was allowed and customary with respect to a home loan modification.
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1 107. Based upon the superior knowledge and record keeping of Bank of America,
2 U.S. Bank and Nationstar, each knew the Estradas were relying upon them to insure that the
3 Kiva Court Property would be conveyed back to them as part of the modification process.

4 108. The superior knowledge of Bank of America, U.S. Bank and Nationstar created
5 a special relationship between them and the Estradas.

6 109. As a result of this special relationship, Bank of America, U.S. Bank and
7 Nationstar were bound to act in good faith and with due regard to the interests of the Estradas.

8 110. Bank of America, U.S. Bank and Nationstar refused to convey the Kiva Court
9 Property to the Estradas after Nationstar had been informed in writing that the conveyance had
10 never been done as part of the 2014 HAMP modification process.

11 111. Tort liability for breach of the implied covenant of good faith and fair dealing is
12 appropriate where the party in the superior or entrusted position has engaged in grievous and
13 perfidious misconduct.

14 112. Bank of America, U.S. Bank and Nationstar have engaged in grievous and
15 perfidious misconduct by refusing to convey the Kiva Court Property after being made aware
16 that Bank of America is still the owner.

17 113. By refusing to convey the Kiva Court Property and accepting all payments under
18 the HAMP modification agreement, Mr. Estrada is entitled to punitive damages according to
19 proof of the tortious breach of the covenant of good faith and fair dealing.

20 **Third Claim for Relief**
21 **Quiet Title/Declaratory Relief**
22 (All Defendants)

23 114. Plaintiff alleges, realleges and incorporates by reference each and every
24 allegation contained in the preceding paragraphs.

25 115. Under NRS 40.010 an action may be brought by any person against another
26 who claims an estate or interest in real property, adverse to the person bringing the action, for
27 the purpose of determining such adverse claim.
28

1 116. After the Estradas executed the August 28, 2012 deed in lieu of foreclosure,
2 Bank of America, individually or in a representative capacity, has been the legal and titled owner
3 of the Kiva Court Property.

4 117. On April 17, 2019 MERS, on behalf of Soma Financial, executed an assignment
5 of the Soma Deed of Trust to U.S. Bank, in its capacity as Trustee for the Harborview
6 Mortgage Loan Trust 2005-12.

7 118. This assignment creates a cloud on the title of the Kiva Court Property.

8 119. The HAMP modification agreement contains sufficient definite and complete
9 terms to be enforceable as a contract.

10 120. Because the HAMP modification agreement reinstated the Soma Deed of Trust
11 and Note, the parties had a reasonable expectation that Bank of America would re-convey the
12 Kiva Court Property to the Estradas in consideration for re-assuming liability under the Soma
13 Deed of Trust and Note.

14 121. The requirement that Bank of America re-convey the Kiva Court Property to the
15 Estradas is a material term that is not only essential to a determination of the parties' rights and
16 duties, but also it is a term which is reasonable under the circumstances. For that reason it is
17 within the jurisdiction of this Court to make the obligation of Bank of America to reconvey the
18 Kiva Court Property to the Estradas a term of the HAMP modification agreement.

19 122. The Estradas have faithfully made every payment under the 2014 HAMP
20 agreement.

21 123. Nationstar sends regular monthly mortgage statements to the Estradas.

22 124. The April of 2022 mortgage statement issued by Nationstar shows an interest
23 bearing balance of \$257,112.58; a non-interest bearing principal balance of \$123,846.32, an
24 interest rate of 4.125%, an escrow balance of \$701.03 and no arrearages.

25 125. The actions of Nationstar caused the Estradas to actually and reasonably believe
26 the Kiva Court Property had been reconveyed to them, and that they were the owners of said
27 Property subject to the HAMP modification agreement.
28

1 126. At no time after executing the HAMP modification agreement did any Defendant
2 advise, inform or otherwise cause the Estradas to believe they were not the owners of the Kiva
3 Court property.

4 127. The Defendants, and each of them, are equitably estopped from taking the
5 position that Mr. Estrada is not entitled to have the Kiva Court Property conveyed to him.

6 128. Because Nationstar, as servicer of the Soma Deed of Trust and Note, accepted
7 all payments made by the Estradas after the HAMP modification; sent the Estrada regular
8 monthly mortgage statements; and issued a statement showing information on the Soma Deed of
9 Trust and Note (as modified); the obligation to convey the Kiva Court Property to Mr. Estrada
10 has been equitably ratified by the conduct of the parties after the HAMP modification to the
11 effect that conveyance the Kiva Court Property to Mr. Estrada is now a term of the HAMP
12 modification agreement.

13 129. Mr. Estrada is entitled to a judgment for declaratory relief and quiet title which
14 states that he is the owner of the Kiva Court Property and to declare who is the holder of the
15 Soma Note and who is the beneficiary of the Soma Deed of Trust.

16 **Fourth Claim for Relief**
17 **Real Estate Settlement Procedures Act**
18 (Nationstar)

19 130. Plaintiff alleges, realleges and incorporates by reference each and every
20 allegation contained in the preceding paragraphs.

21 131. On June 8, 2021 the Estradas sent Nationstar a QWR.

22 132. Nationstar's June 28, 2021 response to the QWR stated the enclosed note and
23 security agreement validates the loan; explains your right to collect any debt owed under the note
24 and security instrument; assess fees and costs to the loan; inspect the property and charge
25 applicable fees; purchase lender placed insurance and to pay taxes on mortgage's behalf.

26 133. These statements are billing errors since Nationstar never re-conveyed the
27 property to the Estradas and the deed of trust and note had been extinguished.
28

1 134 On August 31, 2021 the Estradas, through their attorney, sent Nationstar a
2 notice of error.

3 138. On October 7, 2021 Nationstar sent the Estradas' counsel a letter stating they
4 were in the process of confirming that the Deed in Lieu was recorded by Bank of America.

5 136. On October 22, 2021 Nationstar sent the Estradas' counsel a second letter stating
6 in relevant part that "*Please be advised that we have Deed in Lieu (DIL) documentation on file*
7 *and after research on the Washoe County Recorder's website the release of lien was never*
8 *recorded*".

9 137. On August 28, 2012 Mr. and Mrs. Estrada signed a grant deed in lieu of
10 foreclosure of the Kiva Court Property to Bank of America for the benefit of U.S. Bank
11 National Association as Trustee for Harborview 2005-12 Trust Fund.

12 138. The grant deed in lieu of foreclosure was recorded in the Washoe County
13 Recorder's Office on January 22, 2013 as Document No. 4196973. Please see Exhibit "1".

14 139 On October 3, 2012 Trustee Corps, as successor Trustee of the Soma Deed of
15 Trust, executed a deed of reconveyance with respect to the Soma Deed of Trust.

16 140. This deed of reconveyance was recorded in the Washoe County Recorders
17 Office on January 22, 2013 as Document No. 4196972. Please see Exhibit "2".

18 141 Under Nevada law the recording of a deed of reconveyance has the legal effect
19 of releasing the lien created by the deed of trust.

20 142. A search of the Washoe County Recorder's Database under the name "Estrada,
21 Alfonso" or "Estrada, Maria" will bring up both the grant deed in lieu of foreclosure and the
22 deed of reconveyance. Also, the August 31, 2021 letter identified the deed of reconveyance by
23 its Washoe County Recorder's Office Document Number, which is 4196972.

24 143. On November 5, 2021 the Estradas' counsel sent a reply to Nationstar with
25 respect to its October 22, 2021 letter. The letter indicated Nationstar's research regarding the
26 release of lien was wrong. The letter also attached a recorded copy of both the recorded grant
27 deed in lieu of foreclosure and the recorded deed of reconveyance.
28

1 144. On December 28, 2021 Nationstar sent the Estradas' counsel a third letter stating
2 in relevant part that "*Our records reflect we have the Deed-in-Lieu (DIL) document on file. We*
3 *previously found on the Washoe County Recorder's website that the release of lien has never*
4 *been recorded*".

5 145. The August 31, 2021 and November 5, 2021 letters to Nationstar were qualified
6 written requests as that term is defined by 12 U.S.C. §2605(e)(1)(B).

7 146. Upon receipt of the August 31, 2021 letter (and receipt of the November 5, 2021
8 letter), Nationstar was obligated to conduct an investigation and make appropriate corrections in
9 the account of the borrower pursuant to 12 U.S.C. §2605(e)(2)(A) and (B).

10 147. As evidenced by Nationstar's October 22, 2021 and December 28, 2021, it
11 violated 12 U.S.C. §2605(e)(2) by: (1) Failing to conduct a reasonable investigation; (2)
12 Transmitting false information; and (3) Refusing to make appropriate corrections in the
13 Estradas' account.

14 148. When Mr. Estrada found out in 2021 that he was not on title to the Kiva Court
15 Property and could not sell it, he experienced severe emotional distress, given the amount of
16 equity in the residence and his plans to use the net sale proceeds for his future. This emotional
17 distress was exasperated by the fact that the insurance on the Kiva Court Property may not
18 cover the property since it is not owned by Mr. Estrada.

19 149. Mr. Estrada's emotional distress are pecuniary damages, and he is entitled to
20 reimbursement for his emotional suffering.

21 150. Mr. Estrada was required to retain counsel to research and prepare the above
22 referenced correspondence to Nationstar in an attempt to recover title to the Kiva Court
23 Property.

24 151. Pursuant to 12 U.S.C. §2605(f) Mr. Estrada is entitled to damages for his actual
25 pecuniary loss and statutory damages not to exceed \$2,000.00 where there is pattern and
26 practice of non-compliance with 12 U.S.C. §2605.

152. Nationstar's continued refusal to acknowledge the lien arising out of the Soma Deed of Trust had been released is a pattern and practice of non-compliance with 12 U.S.C. §2605.

153. Mr. Estrada entitled to damages according to proof at the time of trial and statutory damages of \$2,000.00.

154. Mr. Estrada is entitled to attorneys fees incurred in connection with this action as well as costs.

WHEREFORE, Plaintiff prays for the following relief:

1. With respect to the First Claim for Relief, a Judgment ordering Bank of America (or any other Defendant) to execute all documents necessary to restore title to the Kiva Court Property to Mr. Estrada.

2. With respect to the Second Claim for Relief, damages according to proof at the time of trial for breach of the implied covenant of good faith and fair dealing and punitive damages according to proof of the tortious breach of the covenant of good faith and fair dealing.

3. With respect to the Third Claim for Relief, a Judgment for declaratory relief and quiet title which states that Mr. Estrada is the owner of the Kiva Court Property and to declare who is the holder of the Soma Note and who is the beneficiary of the Soma Deed of Trust.

4. With respect to the Fourth Claim for Relief, damages according to proof at the time of trial and statutory damages of \$2,000.00.

5. For reasonable attorneys fees incurred in connection with this action.

6. For costs incurred in connection with this action.

7. For such other and further relief as this Court may deem appropriate.

Dated: This 24 day of May, 2022

By: 

Michael Lehnert, Esq.
429 Marsh Ave.
Reno, Nevada 89509
Nevada Bar Number 003331

Exhibit List

Exhibit 1 Recorded Grant Deed in Lieu of Foreclosure

Exhibit 2 Recorded Deed of Reconveyance

Exhibit 1

Exhibit 1

DOC #4196973

01/22/2013 03:09:26 PM
Electronic Recording Requested By
PACIFIC COAST TITLE
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$21.00 RPTT: \$678.55
Page 1 of 5

RECORDING REQUESTED BY:

APN: 516-152-15

AND WHEN RECORDED MAIL
DEED AND TAX STATEMENT TO:

BANK OF AMERICA, N.A.
5401 N BEACH ST
TX2-977-01-36
FORT WORTH, TX 76137

Trustee Sale No. NV08000365-11-DIL

APN 516 152 15

Title Order No.

GRANT DEED IN LIEU OF FORECLOSURE

THE UNDERSIGNED GRANTOR(s) DECLARE(s):

- 1) The Grantee herein was the Beneficiary under the Deed of Trust dated July 6, 2005 and executed by the undersigned Grantor(s) in favor of the Grantee herein:
- 2) The amount of the unpaid debt together with costs was: \$ 323,221.31
- 3) The amount paid by the Grantee over and above the unpaid debt was: \$ 323,221.31
- 4) The documentary transfer tax is: \$ 678.55
- 5) Said property is in: () unincorporated area: (X) City of Sparks, County of Washoe, State of Nevada; and

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **ALFONSO ESTRADA AND MARIA E. ESTRADA, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor(s)") hereby grants to **BANK OF AMERICA, N.A. FOR THE BENEFIT OF U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR HARBORVIEW 2005-12 TRUST FUND** ("Grantee"), the following described real property in the County of Washoe State of Nevada:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Said property is commonly known as **5054 Kiva Ct, Sparks, NV 89436**

This instrument filed for record by
Pacific Coast Title Company as an
accommodation only. It has not been
examined as to its execution or as
to its effect upon the title.

Trustee Sale No. NV08000365-11-DIL

APN 516 152 15

Title Order No.

Date: 8-28-12

Maria E Estrada
By: MARIA E. ESTRADA

ALFONSO Estrada
By: ALFONSO ESTRADA

STATE OF NEVADA
COUNTY OF Washoe

On August 28, 2012 before me, Brett A. Shirey, a notary public,

personally appeared Maria Estrada and Alfonso Estrada who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brett A. Shirey
Notary Public



EXHIBIT "A"

LOT 27 OF KILEY RANCH PHASES II, UNIT 1, ACCORDING TO MAP THEREOF NO. 3737, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON JULY 28, 1999 AS DOCUMENT NO. 2365553, OFFICIAL RECORDS AND AMENDED APRIL 29, 2004 AS DOCUMENT NO. 3030170.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

COPY

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

THAT THE AFORESAID DEED IS INTENDED TO BE AND IS AN ABSOLUTE CONVEYANCE OF THE TITLE TO SAID PREMISES TO THE GRANTEE NAMED THEREIN AND WAS NOT AND IS NOT NOW INTENDED AS A MORTGAGE, TRUST CONVEYANCE OR SECURITY OF ANY KIND; THAT IT WAS THE INTENTION OF THE AFFIANT(S) AS GRANTOR(S) IN SAID DEED OF CONVEYANCE, AND BY SAID DEED THESE AFFIANT(S) DID CONVEY TO THE GRANTEE THEREIN ALL THEIR RIGHT, TITLE, AND INTEREST ABSOLUTELY IN AND TO SAID PREMISES; THAT POSSESSION OF SAID PREMISES HAS BEEN SURRENDERED TO THE GRANTEE OR THAT POSSESSION WILL BE SURRENDERED TO THE GRANTEE ON OR BEFORE _____;

THAT IN EXECUTION AND DELIVERY OF SAID DEED, AFFIANT(S) WAS/WERE NOT ACTING UNDER ANY MISAPPREHENSION AS TO THE EFFECT THEREOF, AND ACTED FREELY AND VOLUNTARILY AND WERE NOT ACTING UNDER COERCION OR DURESS;

THAT THE CONSIDERATION FOR SAID DEED WAS AND IS PAYMENT TO AFFIANT(S) THE SUM OF \$0.00, BY GRANTEE AND THE FULL CANCELLATION OF ALL DEBTS, OBLIGATIONS, COSTS AND CHARGES SECURED BY THAT CERTAIN DEED OF TRUST HERETOFORE EXISTING ON SAID PROPERTY EXECUTED BY, **ALFONSO ESTRADA AND MARIA E. ESTRADA, HUSBAND AND WIFE AS JOINT TENANTS TRUSTOR(S)**, TO **WESTERN TITLE, AS TRUSTEE FOR MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) SOLELY AS NOMINEE FOR LENDER SOMA FINANCIAL, A NEVADA CORPORATION** AS THE BENEFICIARY AND RECORDED ON July 13, 2005, AS INSTRUMENT NO. **3244647**, OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF WASHOE COUNTY, STATE OF NEVADA AND THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAVING BEEN ASSIGNED TO **BANK OF AMERICA, N.A. FOR THE BENEFIT OF U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR HARBORVIEW 2005-12 TRUST FUND** THE GRANTEE HEREIN AND THE RECONVEYANCE OF SAID PROPERTY UNDER SAID DEED OF TRUST;

THAT AT THE TIME OF MAKING SAID DEED AFFIANT(S) BELIEVED AND NOW BELIEVE(S) THAT THE AFORESAID CONSIDERATION THEREFORE REPRESENTS THE FAIR VALUE OF THE PROPERTY SO DEEDED;

THIS AFFIDAVIT IS MADE FOR THE PROTECTION AND BENEFIT OF THE GRANTEE IN SAID DEED, HIS SUCCESSORS AND ASSIGNS, AND ALL OTHER PARTIES HEREAFTER DEALING WITH OR WHO MAY ACQUIRE AN INTEREST IN THE PROPERTY HEREIN DESCRIBED, AND PARTICULARLY FOR THE BENEFIT OF ANY TITLE COMPANY WHICH WILL INSURE THE TITLE TO SAID PROPERTY IN RELIANCE THEREON AND ANY OTHER TITLE COMPANY WHICH MAY HEREAFTER INSURE THE TITLE TO SAID PROPERTY;

THAT AFFIANT(S), AND EACH OF THEM WILL TESTIFY DECLARE, DEPOSE, OR CERTIFY BEFORE ANY COMPETENT TRIBUNAL, OFFICER OR PERSON IN ANY CASE NOW PENDING OR WHICH MAY HEREAFTER BE INSTITUTED, TO THE TRUTH OF THE PARTICULAR FACTS HEREINABOVE SET FORTH.

Trustee Sale No. NV08000365-11-DIL

APN 516 152 15

Title Order No.

Date: 8-28-12

Maria E. Estrada
By: MARIA E. ESTRADA

Alfonso Estrada
By: ALFONSO ESTRADA

STATE OF Nevada
COUNTY OF Washoe

On August 28, 2012 before me, Brett A. Shirey, a notary public,

personally appeared Maria Estrada and Alfonso Estrada who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brett A. Shirey
Notary Public



Exhibit 2

Exhibit 2

DOC #4196972
01/22/2013 03:09:26 PM
Electronic Recording Requested By
PACIFIC COAST TITLE
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$42.00 RPTT: \$0
Page 1 of 1

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

Bank of America, N.A
c/o Bank Of America Home Loans
400 National Way
CA6-919-01-09
Simi Valley, CA 93065

APN 516 152 15

TS No: NV08000365-11-DIL

Title Order No.

PROPERTY ADDRESS: 5054 Kiva Ct, Sparks, NV 89436

DEED OF RECONVEYANCE

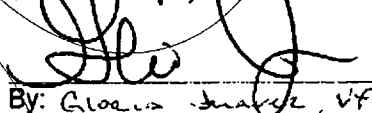
WHEREAS, the indebtedness secured by the Deed of Trust dated as of July 6, 2005, executed by ALFONSO ESTRADA and MARIA ESTRADA as Trustor, to WESTERN TITLE as Trustee and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) SOLELY AS NOMINEE FOR LENDER SOMA FINANCIAL, A NEVADA CORPORATION was the original Beneficiary and recorded on July 13, 2005 as Instrument No. 3244647 of official records in the Office of the Recorder of Washoe County, Nevada, has been paid.

NOW THEREFORE, TRUSTEE CORPS, as Successor Trustee, having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby, a written request to reconvey by reason of the obligations secured by said Deed of Trust, DOES HEREBY RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust in said County, Nevada, describing the land therein: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

Date:

10/3/12

Trustee Corps, as Successor Trustee


By: Gloria Suarez, VP

STATE OF California

COUNTY OF Orange

On Oct 3, 2012 before me, David Miller, Notary Public, personally appeared Gloria Suarez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public in and for said County and State

